

To: The Honorable Mayor and City Council

From: Lumane Pluviose-Claude, Deputy City Manager



Date: November 12, 2013

RE: PROPOSAL AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE NORTH MIAMI EDUCATIONAL FOUNDATION, INC., TO PROVIDE FUNDS FOR FIRST GENERATION SCHOLARSHIPS IN THE AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00) BUDGETED FOR FISCAL YEAR 2013-14.

RECOMMENDATION

That the City Council adopts a resolution to authorize the City Manager to execute a Memorandum of Understanding (MOU) to provide funds for First Generation Scholarships to North Miami residents.

BACKGROUND

First Generation Scholarship is a State of Florida innovative program that was established by the Florida Legislature in 2006 to support students who are the first generation of their families to earn a college education. It is designed to bring a university education within reach, to make dreams a reality and to empower young scholars by providing financial aid to qualified undergraduate students attending any Florida state university. It is the only State Program for higher education in the United States to match private donations 100%.

Florida International University (FIU) is the only State University located in North Miami. Currently, 86% of FIU's students are First Generation students who depend on financial aid, of which 161 are North Miami Residents.



Council Report

The city of North Miami proposed to contribute \$10,000.00 to the FIU First Generation Scholarship Fund. Leveraged by the State match, this amount will double to award scholarships in the maximum amount of \$1,000.00 to at least 20 North Miami residents.

This will contribute to North Miami supporting twenty (20) or more among first generation students with financial needs to remain at the university and graduate with a four-year degree.

Attachment

Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE NORTH MIAMI EDUCATIONAL FOUNDATION, INC., TO PROVIDE FUNDS IN THE AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00) FOR THE FIRST GENERATION SCHOLARSHIP FUND, IN ACCORDANCE WITH THE FLORIDA INTERNATIONAL UNIVERSITY SCHOLARSHIP PLEDGE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") and the North Miami Educational Foundation, Inc., a not for profit corporation under Section 501(c)(3) of the Internal Revenue Code of 1954 ("Foundation"), desire to enter into a Memorandum of Understanding ("MOU") to provide funds to benefit the First Generation Scholarship Fund; and

WHEREAS, under the MOU, the Foundation will receive from the City an amount not to exceed Ten Thousand Dollars (\$10,000.00) to fund a First Generation Scholarship ("Scholarship) on behalf of the City; and

WHEREAS, on September 25, 2013, the Mayor and City Council approved the Fiscal Year 2013-2014 Financial Budget, which included the funding for this Scholarship by the City; and

WHEREAS, the Foundation has expressed its capability and willingness to perform in accordance with the terms and conditions of the MOU; and

WHEREAS, the City Manager respectfully requests that the Mayor and City Council authorize the execution of the MOU, in order to accomplish the goals of the Scholarship in assisting deserving students with the attainment of a post-secondary education.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Memorandum of Understanding, in substantially the attached form, between the City of North Miami and the North Miami Educational Foundation, Inc., to provide funds in the amount not to exceed Ten Thousand Dollars (\$10,000.00) for the First Generation Scholarship Fund, in accordance with the Florida International University Scholarship Pledge Agreement.

Section 2. **Effective Date.** This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2013.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau

_____ (Yes) _____ (No)

Vice Mayor Scott Galvin

_____ (Yes) _____ (No)

Councilperson Carol Keys

_____ (Yes) _____ (No)

Councilperson Marie Erlande Steril

_____ (Yes) _____ (No)

Councilperson Philippe Bien-Aime

_____ (Yes) _____ (No)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NORTH MIAMI AND
NORTH MIAMI EDUCATIONAL FOUNDATION, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, 2013, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and the **North Miami Educational Foundation, Inc.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 776 NE 125th Street, Fourth Floor, North Miami, FL 33161 (“Foundation”). The City and Foundation shall collectively be referred to as the “Parties”.

RECITALS:

WHEREAS, the City and Foundation desire to enter into this MOU to provide funds for First Generation Scholarships (“Scholarships”) in accordance with the Florida International University Scholarship Pledge Agreement, in order to facilitate the attainment of post-secondary education to deserving students; and

WHEREAS, the Florida International University Financial Aid Office (“FIU”) will be responsible for recruiting, selecting, and administering the Scholarships and will ensure that selected students are residents of the City. FIU will also review eligibility requirements for additional funds or grants for the selected students.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Recitals: The above recitals are true and correct.
2. City Funding: The City agrees to provide the Foundation with funds in the amount not to exceed Ten Thousand Dollars (\$10,000.00), as provided in the City’s Budget for Fiscal Year 2013-2014.
3. Acceptance of Funds: The Foundation agrees to accept from the City, funds in the amount of Ten Thousand Dollars (\$10,000.00).
4. Scholarship Funding: The Foundation agrees to use the Ten Thousand Dollars (\$10,000.00) to fund Scholarships, in accordance with the Florida International University Scholarship Pledge Agreement, attached hereto by reference.
5. Refund of Funds: In the event the Foundation is unable to fund Scholarships in accordance with the terms of this MOU, then the Foundation will immediately notify the City and refund the full amount back to the City. The City shall also be entitled to a full refund if FIU, prior to receiving the funds from the Foundation, ceases to exist or fails to maintain its tax exempt status with the Internal Revenue Service or the State of Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this day and year first above written.

North Miami Educational Foundation, Inc.,
a Florida not-for-profit corporation:
"FOUNDATION"

Witness:

By: _____

By: _____

Print Name

Print Name

Date _____

Date _____

ATTEST:

City of North Miami, a Florida municipal
corporation: **"City"**

By: _____

Michael A. Etienne
City Clerk

By: _____

Stephen E. Johnson
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____

Regine M. Monestime
City Attorney